REQUEST FOR PROPOSAL



DOWNTOWN HORSE-DRAWN TROLLEY AND STAGE COACH SERVICES

RFP # 2010-159-COS

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REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES



REQUEST FOR PROPOSAL #2010-159-COS

Reguest for Proposal for Downtown Horse Drawn Trolley and Stage Coach Services

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until September 29, 2010, 2:00 p.m. at the Office of the Asset Management Coordinator located at 7447 E. Indian School Road, OCC 205 Scottsdale, AZ 85251. All submittals must be date and time stamped at the Asset Management Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED. To allow staff to complete required internal administrative functions, submittals will be opened and the name of each Contractor recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past. PROPOSED PRICING WILL NOT BE READ AT THE PUBLIC OPENING.

Competitive sealed proposals for the materials or services specified will be received by the Asset Management Office, at the above specified location, until the time and date cited.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED IN THE OFFICE OF THE ASSET MANAGEMENT COORDINATOR, 7447 E. INDIAN SCHOOL ROAD, OCC 205, SCOTTSDALE, ARIZONA 85251.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received in the office of the Asset Management Coordinator with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. LATE SUBMITTALS WILL NOT BE CONSIDERED.

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THIS REQUEST FOR PROPOSAL SHOULD BE DIRECTED TO:

Stanley Seigal
Asset Management Coordinator
(480) 312-7042
sseigal@scottsdaleaz.gov

SOLICITATION QUESTIONS

The Contractor shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to the Asset Management Division in writing, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Asset Management staff sseigal@scottsdaleaz.gov where possible. When submitting any questions the Contractor should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope MUST be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid/proposal submittal and not be opened immediately.

All Solicitation questions MUST be received by the Office of the Asset Management Coordinator by 3:30 P.M. local time <u>September 27, 2010</u>. Any inquiries received after the specified time will be reviewed on an individual basis by the Asset Management staff to determine if a response would be advantageous for the City.

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be forwarded to the successful vendor when a decision on an award has been made. Unsuccessful vendors will also be notified of the Intent to Award after a contract has been entered into with the successful vendor.

This Contract will be awarded by the City Council based upon recommendations from the Selection Committee.

In the event you have questions or concerns regarding any of the proposed contracts please contact the Office of the Asset Management Coordinator at 480-312-7042 and your call will be directed to the staff person handling the solicitation.

CONTRACT AWARD NOTIFICATION – CONT'D

CONTRACT AWARDS

Once a solicitation has been awarded, notice will be sent to all vendors submitting proposals to this solicitation.

PREPARATION OF PROPOSAL

- A. All proposals must contain the proposal signature page included herein. Faxed or emailed proposals will not be considered.
- B. The Proposal document must be submitted with an original ink signature by the person authorized to sign the Proposal.
- C. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Offer.
- D. In case of error in the extension of prices in the Proposal, the unit price will govern.
- E. Periods of time, stated as a number of days, shall be calendar days.
- F. It is the responsibility of all Contractors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- G. Submit one original and four (4) copies of your submittal.

NON COLLUSION

By signing the Proposal Offer signature pages of the solicitation, or other official contract form, the Contractor certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Contractor is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

IMMIGRATION LAW COMPLIANCE

By the submittal of its Bid/Proposal, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Bid/Proposal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

IMMIGRATION LAW COMPLIANCE - CONT'D

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder/Proposer. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. (This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona non-operating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at http://www.scottsdaleaz.gov/vendors.asp on the Vendor Resources page at the bottom right under Forms.

INQUIRIES

- A. Any question related to a Request for Proposal must be directed to the persons whose names appear on the cover page of this document. When requesting a response to your questions (verbal or in writing) you must indicate the page number, section number and title of the area in question.
- B. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal. ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN AMENDMENT TO THIS REQUEST FOR PROPOSAL.
- C. Questions should be submitted in writing when time permits. The City may require any and all questions to be submitted in writing at its sole discretion. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal subject page, and paragraph number. However, the Contractor must not place the Request for Proposal subject on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposal due date and time.

PROSPECTIVE CONTRACTORS CONFERENCE

A prospective Contractors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. This conference will also give Contractors an opportunity to submit any questions and discuss any questions previously submitted.

CONTRACTORS PRESENTATION

Contractors may be invited to make a presentation. If invited, the Contractors will be notified of the date and time of the presentation by Asset Management.

LATE PROPOSAL

Late Proposals will not be considered. A Contractor submitting a late Proposal shall be so notified.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified Proposal due time and date a Contractor (or designated representative) may withdraw the Proposal. Faxed withdrawals will not be considered.

TAXES

The City of Scottsdale is exempt only from Federal Excise Tax. Exemption certificates will be furnished upon request. Sales Tax, if any, shall be indicated as a separate item in the Proposal.

ADDENDA

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Proposers in one of the following manners:

1. Copies of all addenda must be attached to the submittal.

OR

2. The appropriate addenda acknowledgment section on the Proposal Signature Page must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a Proposal being rejected as non-responsive.

PAYMENT

The City will make every effort to process payment for the purchase of goods or services within 30 calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount due. Any Proposal that requires payment in less than 30 calendar days shall clearly note that requirement on the Proposal. If any discount is allowed for early payment that should also be clearly noted on the Proposal.

PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within 10 calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said 10 calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of award will be given through the City Council Meeting Agenda. Award of contract shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

State the name and address of the aggrieved person.

Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence.

PROTESTS - CONT'D

Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Asset Management Coordinator at the following address:

City of Scottsdale Asset Management 7447 E. Indian School Road, OCC205 Scottsdale, AZ 85251

Attn: Stan Seigal, Asset Management Coordinator

The Coordinator may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or The protest is untimely pursuant to Procurement Code Section 2-213.

If the coordinator determines a hearing is appropriate under the circumstances, the coordinator shall notify the protestor of the time and place set for a hearing on the protest. The coordinator may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the coordinator. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

AWARD OF CONTRACT

- a. Unless the Contractor states otherwise, or unless otherwise provided within the Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:
 - (1). Waive any immaterial defect or informality; or
 - (2). Reject any or all Proposals, or portions thereof; or
 - (3). Reissue a Request for Proposal.

AWARD OF CONTRACT – CONT'D

- c. A response to a Request for Proposal is an offer to contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's Request for Proposal and the attached sample Professional Services Contract. (PLEASE DO NOT FILL IN OR SIGN THE SAMPLE CONTRACT).
- d. A contract will be formed when the City of Scottsdale City Council awards the Professional Services contract executed by the selected Contractor.

REGISTRATION

To be eligible for consideration, Contractors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

OBLIGATIONS

The issuance of this Request for Proposal does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

DURATION OF PROPOSAL

Proposals shall be irrevocable for a period of ninety (90) days following the proposal due date.

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the successful Contractor to provide a REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM, as indicated in this contract, prior to any contract payment being made.

This W-9 form is available from the IRS website at www.IRS.gov under their forms section.

Completed W-9 forms should be submitted to the following address: City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the submitted proposal.

Vendors are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of submitted proposal documents in the event a public inspection request is made.

However, in accordance with Section R2-188.22(C), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential proposers, and this provision should be taken into consideration prior to submitting a proposal.

After contract award, and unless otherwise instructed by the proposer, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES GENERAL TERMS AND CONDITIONS

SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

ACCEPTANCE CONTRACT/AGREEMENT

Attached to this Request for Proposals, and by reference made a part of this RFP, is a copy of the proposed form of Contract/License Agreement to be entered into by the Parties. This Contract/License Agreement made pursuant to this Request for Proposal must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of a Contract/ Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Contractor's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES GENERAL TERMS AND CONDITION

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS - CONT'D

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES GENERAL TERMS AND CONDITIONS

CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours <u>on site</u> at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SPECIFICATIONS

The City of Scottsdale desires to contract for free-to-the-public Horse-Drawn Trolley and Stage Coach Services in the "Old Town Scottsdale Downtown" area.

The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws ordinances, rules and regulations that may in any manner affect cost progress or performance of the work.

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process.

The City is seeking proposals to provide free-to-the-public Horse-Drawn Trolley and Stage Coach Services in the "Old Town Scottsdale Downtown" area. The City is prepared to pay the successful contractor a monthly service fee to provide these services, free to the public. In addition to this Service Fee, compensation to the Contractor will include an exclusive License to use, without an additional License fee, the City's Livery Stable located at 3802 N. Brown Ave., Scottsdale, Arizona. This Livery Stable will be available for use by the successful Contractor during the hours of service provided by the Contractor and such additional hours as the City and the Contractor may agree as a part of the Contract between the City and the Contractor. The successful Contractor will be required to comply with the terms and conditions of the License Agreement attached to this RFP.

The free-to-the-public, horse-drawn Trolley Service will consist of a "trolley" acceptable to the City that will seat at least 8 people and will be available to the public during the Thursday evening Art Walks in Downtown Scottsdale from 7 to 9 p.m., once in October, and weekly during the months of November through April. Exhibit "B" shows the area to be used for the Thursday night Trolley rides. Trolley services will be available to the public on the days and during the time-periods agreed to by the City and the Contractor each year during the term of the Contract. The Contractor also will provide free-to-the-public horse drawn stage coach services to the "Old Town Scottsdale Downtown" area. The horse drawn Stage Coach will consist of a "stage coach" acceptable to the City that will seat from 8 to 10 people and will be available to the public on Friday and Saturdays from 1 to 4 p.m. during the months of January through March of each year during the term of the Contract. Exhibit "C" show the route for the Stagecoach rides.

The Contractor will also provide for-profit carriage rides to the public on the public streets in the downtown vicinity of the Livery Stable with services adequate to meet the public demand per month from October through April. The parties agree that the months of May through September may be too climatically hot to operate the horse-drawn vehicles. Operations by the Contractor during these latter 5 months will be at the Contractor's discretion.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SPECIFICATIONS

VEHICLE REQUIREMENTS:

The carriage equipment must meet the requirements contained in the Contract entered into between the City and the successful Contractor. The trolley, stage coach and carriages (vehicles) must be maintained in a clean, sanitary and safe mechanical condition, and at all times suitable for public transportation of passengers. In addition, each vehicle must:

- (1) Be equipped with an operational pair of red taillights, a minimum of 2" x 4", to be kept on during the period between sunset and sunrise;
- (2) Be equipped with lights that will emit to the front and side, light visible from a distance of 500 feet, to be kept on during the period between sunset and sunrise;
- (3) Have attached to the rear of the each a Slow Moving Vehicle reflective triangle approved by the Arizona Department of Transportation;
- (4) Be equipped with manure-catching devices for each service animal;
- (5) Be equipped with foot breaks in working order, either friction or hydraulic;
- (6) Have rate cards affixed to the carriage in a prominent location to advise prospective passengers of the rates and the name and address of the carriage operator. (This is not required on trolleys and the stage coach as this service shall be provided at no charge to the public);
- (7) Have the Contractor's name, address and phone number posted on the vehicle so it is clearly visible; and
- (8) Have a current certificate of insurance in the vehicle at all times.

OPERATING REGULATIONS:

Every vehicle must be driven with caution and due care for the safety of others in conformance with all applicable traffic laws, and always with the service animal(s) under complete control. Whenever the term "Contractor" is used below, it includes any and all employees, drivers, agents or representatives of the Contractor.

In addition:

- (1) The Contractor will not permit a service animal to pull a vehicle at a speed faster than a trot, except in an emergency situation.
- (2) The Contractor is prohibited from leaving the vehicle and service animal(s) unattended.
- (3) The Contractor must immediately treat urine with a chemical deodorizing solution and remove manure from the street.
- (4) The Contractor must not willfully impede the normal flow of motor vehicle traffic on any city street. Vehicles are required to pull immediately to the nearest curb when one or more vehicles are unable to safely pass or continue in the normal flow of traffic.
- (5) Vehicles, when in motion, must be operated only in the right-hand-most traffic lane on any street, except when making a left-hand turn.
- (6) Vehicles must not willfully impede the normal flow of pedestrian traffic on any sidewalk or crosswalk.
- (7) The Contractor may not touch, remove or interfere with any sign, placard, advertisement, service animal, carriage or equipment belonging to another horse-drawn provider of carriage services.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SPECIFICATIONS

TREATMENT OF CUSTOMERS:

- (1) The Contractor may not solicit patronage in any loud, rude or offensive manner, or impede the movement or follow any person for the purpose of
- (2) soliciting business.
- (3) The Contractor may not refuse or neglect to convey any orderly person or persons, upon request, unless previously engaged or unable to provide.
- (4) The Contractor may not solicit business for any other business or use the vehicle for any purpose other than the transportation of passengers.
- (5) The Contractor may not charge a greater sum than the advertised rates affixed to the carriage except for tips given without obligation.
- (6) The Contractor will not allow any passenger to ride on any part of the vehicle while in motion except seated inside the vehicle.
- (7) The Contractor will not collect fares, make change, take on or discharge passengers, or smoke while the vehicle is in motion.

SERVICE ANIMAL REQUIREMENTS:

As used in these provisions, a "service animal" means a horse or mule

- (1) As used to pull a vehicle.
- (2) The Contractor will not place any service animal into service that is not fit for such service.
- (3) No service animal will be subject to any condition or treatment which may impair the good health and physical condition of that animal.
- (4) Each service animal must have its hooves shod for street surfaces.
- (5) No service animal may pull more than the seating capacity of the vehicle and no single service animal may pull a vehicle holding more than 7 people, including the driver.

DRESS REQUIREMENTS:

In connection with the performance of this solicitation or any resulting Contract, the Contractor is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

Contractor's employees and other agents shall be clothed with dry opaque clothing meeting the following requirements:

- The front and back of pants, shorts or skirts must reach down to a point no higher than four (4) inches above the top of the kneecap
- All employees and other agents must wear shirts with sleeves covering the shoulder
- Bare midriffs are not allowed.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SUBMITTAL REQUIREMENT CHECKLIST

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

NOTE: The City of Scottsdale does not approve the use of the City Seal and/or City Logo, unless it is in connection with a City-sponsored project, City-sponsored event or an Official City generated document. Therefore, using the City Seal and/or Logo in your submittal documents is discouraged, as it would not be considered appropriate usage of the City Seal and/or Logo under the current administrative regulations.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal shall be a MAXIMUM of twenty-five (25) pages in length (single sided 8½" X 11" paper) and MUST include a MINIMUM of the following items listed below. NOTE: Total page count includes all cover letters, section dividers, and tables of contents, pre-printed material, required forms and all required submittal attachments included in the Offeror's proposal. Documents that exceed the requested maximum submittal length may be considered non-responsive.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's

submit	tal MUST include a MINIMUM of the following items:
	Signature Page – Fully completed Solicitation Signature Page, signed in ink (Page 22).
	<u>General Disclosure Form</u> – Fully completed General Disclosure Form, signed in ink (Page 20).
	<u>Litigation Disclosure Form</u> – Fully completed Litigation Disclosure Form, signed in ink (Page 21).
	Firm and Staff Qualification Summary Letter – The Offeror shall submit a Firm and Staff Qualification summary document that illustrates the Offeror's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this Solicitation. The Firm and Staff Qualifications document should include a MINIMUM of the following items:

- ➤ Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix Metropolitan area.
- ➤ Offeror's document shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Including any and all cities/festivals, etc. in which the Offeror has provided horse-drawn vehicle services within the past 7 years.
- Offeror's document shall demonstrate an understanding of the goals identified herein for this contract, and provide a basic overview for the accomplishment of these goals.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SUBMITTAL REQUIREMENT CHECKLIST

- Offeror's document shall contain a comprehensive description of all services that shall be provided.
- Offeror's document shall detail how the Offeror recruits properly trained and/or certified operators.
- Offeror shall state if they have had any contract for horse drawn vehicle services terminate by any city or festival in the last 7 years. All terminations shall detail the reasons for the termination and whether the Contractor has provided horse-drawn vehicles services to that city/festival, etc. since the date of that termination. Provide the name, address and telephone number of all representatives of the city/festival, etc., who were involved in the termination of services.
- ➤ Offeror shall state if they have their license to provide horse drawn vehicle services revoked by any city in the last 7 years. All revocations shall detail the reasons for the revocation and whether the license has been reinstated. Provide the name, address and telephone number of all representatives of the city who were involved in the revocation.
- Offeror shall state if they have had litigation involving their horse drawn vehicle services in the last 7 years. All litigations shall be detail including outcome of conviction and copies of any court orders or judgments related to the conviction.
- ➤ Offeror shall state if they have ever been cited and convicted of Animal Cruelty related to their horse drawn vehicle operations in any jurisdiction within the past 7 years. All incidences shall be detailed including outcome of conviction and copies of any court orders or judgments related to the conviction.
- ➤ Offeror shall prove the name address and phone number of the veterinarian who the Offeror routinely uses to provide medical care for the service animals. Offeror shall provide consent to the veterinarian to disclose information regarding the health and care of the service animals to the City.

<u>Key Personnel Resume and Qualifications</u> – Offeror's proposal shall include the qualifications of the key personnel that will be involved in services covered by the scope of this solicitation and the individuals anticipated role in the project. The qualifications provided shall include resumes, applicable training classes, Professional Certifications, Professional Association Memberships, etc.
<u>Local Knowledge</u> – Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale local environment, economy, and other local issues pertinent to this service request which enhances your qualifications to successfully provide this service.
<u>Service Approach</u> – Offeror's document shall demonstrate an understanding of the goals identified herein for this service request, and provide a basic overview for the accomplishment of these goals. Offeror's proposal shall identify the key service areas, issues and potential obstacles with respect to the scope of work identified herein. Offer's documents should provide a basic methodology and service approach for completion of all the identified services required by the solicitation
<u>Service Cost</u> – Offeror's proposal shall include a not to exceed total pricing for your proposed service. Include an itemization of all pricing as it relates to the service and/or deliverables specified herein.
Equipment and Animal List – Offeror shall submit a list of the equipment and animals owned or leased by the Offeror that will be used for services provided under the scope of this contract. Offeror shall submit photos of animals and equipment.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES SUBMITTAL REQUIREMENT CHECKLIST

	Reference List – Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. References supplied shall NOT be City of Scottsdale employees. Offeror shall provide a MINIMUM of three (3) recent (within the last five (5) years) and/or current, project references with a similar scope and size to the project referenced herein. Project references supplied shall NOT be City of Scottsdale projects. The reference list provided should include a MINIMUM of:
A A A A A A A A	Organization Name Contact Name Contact Phone Number Contact Fax Number Contact Email Address (if available) Service Date Service Description and Size Basic service overview that makes this service pertinent to the City of Scottsdale service request
	<u>Exceptions</u> – Offeror shall include all exceptions taken in regards to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. Exceptions taken by the Offeror shall be used in the evaluation process. If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.
	<u>Proposal Copies</u> – Identify and submit one (1) <u>unbound</u> original and three (3) <u>bound</u> copies of the Offeror's proposal. If possible in addition to the required hardcopies, please also provide an electronic copy of the Offeror's <u>complete</u> proposal. This electronic copy shall be <u>one (1) file</u> , on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (executed signature page and disclosure forms, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

- Service Approach Twenty-Five Percent (25%) Weighting
- Pricing Thirty-Five Percent (35%) Weighting
- Firm and Staff Qualifications Twenty Percent (20%) Weighting
- Equipment and Animal List-including photos Twenty Percent (20%) Weighting

The following items shall be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

- 1. Cost factors associated with performing the work required by the contract.
- 2. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
- 3. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this Solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
- 4. The content and quality of the Offeror's proposal and other presentation materials.

Offeror may be invited to make a presentation, but Offeror should not rely on a possible presentation to present their qualifications and offered services. If invited, the Offeror will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES OFFEROR GENERAL DISCLOSURE FORM

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded. Debarment / Suspension Information - Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? YES NO If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. Surety Information - Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited? YES NO If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. Bankruptcy Information - Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years? YES NO If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets. Signature_____Title_____ Printed Name Date

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES OFFEROR LITIGATION DISCLOSURE FORM

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded. Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) vears? YES NO Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government? YES NO Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years? YES NO If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Signature_____Title_____ Printed Name______Date_____

REQUEST FOR PROPOSAL #2010-159-COS DOWNTOWN HORSE DRAWN TROLLEY AND STAGE COACH SERVICES PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document and attached Professional Services Contract and any written exceptions in the offer accepted by the City.

The Bidder also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran, and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name			Signature of Authorized Person
Address			Printed Name
City	State	Zip	Title
Telephone	Number		Fax Number
Date			E-Mail Address
The Contra following A		nowledges receip	t of and agrees this submittal is based on the
ADDENDU	JM #	DATED	
ADDENDU	JM #	DATED	

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Contractors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

ACORD _{tm}							DATE (MM/DD/YY)			
CERTIFICATE OF				LIABILITY INSURANCE						
PROD	UCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY						
				AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE						
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City of covera	City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER : (proposal number).									
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				NOTICE TO	O THE CERTIFICATE HOLI			VVALI I EIN		
				AUTHORIZED REPRESENTATIVE © ACORD CORPORATION 1988						
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CITY OF SCOTTSDALE CERTIFICATE OF INSURANCE

City Department:		Project	Project Title:				Contract #:			
Companies A			ies Affording Coverage				State of License		Current A.M. Best Rating	
Producer:						Yes	No			
Insured:		A								
		В								
		C.								
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This is to	certify that the insurance policies listed below	w have heen iss	and been issued to the insured named shove for				eriod indicat	ed		
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	Umbrella Form								\$ \$	
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	Workers Compensation									
	Employer's Liability									
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	Builder's Risk									
	Other:									
City of S	Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall									
be cance	be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company. APPLICABLE CONTRACT NUMBER: (proposal number).									
CERTIFICATE HOLDER/ADDITIONAL INSURED				Authoriz	zed Representativ	e of the ins	urance comp	any(ies)		
City of Scottsdale				Signature:						
9191 E. San Salvador Drive Scottsdale, AZ 85258										
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